

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000003835
Hudson Valley Paper Co
Griswold Industrial Park
151 Ave C
Williston VT 05495
USA

Phone #: 802-862-4289

Contract ID 0000000000000000000014275		Page 1 of 3
Contract Dates 12/01/2008 to 11/30/2009		Origin CP
Description: CP-COMMERCIAL ENVELOPES		Contract Maximum \$9,999,999.00
Buyer Name Laraway, Elizabeth	Buyer Phone 828-4658	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1	2033	ENVELOPES, COMMERCIAL, WHITE WOVE PLAIN, UNPRINTED. NO. 10 REGULAR. RECYCLED WITH MIN OF 30% PC CONTENT	T	12.70000	0.00	0.00
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NATIONAL ENVELOPE
RECYCLED CONTENT: 30%
POST CONSUMER CONTENT: 30%

2	2034	ENVELOPES, COMMERCIAL, WHITE WOVE PLAIN, UNPRINTED. NO. 10 OUTLOOK	T	15.23000	0.00	0.00
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RECYCLED WITH A MINIMUM OF 30% POST CONSUMER SIDE SEA CONSTRUCTION, BOTTOM BORDER OF WINDOW 5/8" FROM BOTTOM OF ENVELOPE, 7/8" FROM LEFT EDGE, 4 1/2" LONG, 1 1/8" HIGH, RECYCLED PATCH MATERIAL.

NATIONAL ENVELOPE
RECYCLED CONTENT: 30%
POST CONSUMER CONTENT: 30%

3	2035	ENVELOPES, COMMERCIAL, WHITE WOVE PLAIN, UNPRINTED. NO. 9 REGULAR. RECYCLED W. MIN. OF 30% PC CONTENT SIDE SEAM CONSTRUCTION COMMERCIAL WHITE WOVE 24#	T	12.48000	0.00	0.00
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NATIONAL ENVELOPE
RECYCLED CONTENT: 30%
POST CONSUMER CONTENT: 30%

4	2036	ENVELOPES, COMMERCIAL, WHITE WOVE PLAIN, UNPRINTED. NO. 6-3/4 REGULAR. 24# WHITE WOVE RECYCLED W. MIN. OF 30% PC CONTENT.	T	13.25000	0.00	0.00
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NATIONAL ENVELOPE
RECYCLED CONTENT: 30%
POST CONSUMER CONTENT: 30%

5	10023	ENVELOPE, NO. 10 SPECIAL WINDOW	T	15.45000	0.00	0.00
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NATIONAL ENVELOPE
RECYCLED CONTENT: 30%
POST CONSUMER CONTENT: 30%

6	10024	ENVELOPES, COMMERCIAL WHITE NO 9 OUTLOOK	T	15.23000	0.00	0.00
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NATIONAL ENVELOPE
RECYCLED CONTENT: 30%
POST CONSUMER CONTENT: 30%

7	10025	ENVELOPE, PINK, UNPRINTED #10	T	15.62000	0.00	0.00
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DIAGONAL SEAM, RECYCLED WITH MIN OF 30% PC

NATIONAL ENVELOPE
RECYCLED CONTENT: 30%
POST CONSUMER CONTENT: 30%

CONTRACT TERMS AND ADDITIONAL INFORMATION

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Description: CP-COMMERCIAL ENVELOPES	Contract Maximum \$9,999,999.00	
Buyer Name Laraway, Elizabeth	Buyer Phone 828-4658	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR COMMERCIAL BLANK ENVELOPES ISSUED OCTOBER 7, 2008 AND VENDOR'S RESPONSE DATED OCTOBER 31, 2008.

STATE OF VERMONT STANDARD STATE CONTRACT PROVISIONS: COMMODITY PURCHASES DATED JUNE 1, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

SCOPE OF CONTRACT: TO PROVIDE COMMERCIAL BLANK ENVELOPES TO VARIOUS AGENCIES WITHIN THE STATE OF VERMONT AS WELL AS THE VERMONT OFFENDER WORK PROGRAM.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWELVE (12) MONTHS WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY

SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

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REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BETSY LARAWAY
PURCHASING AGENT
802-828-4658
FAX # 802-828-2222
betsy.laraway@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____